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Oreun Auditeation	,
WaterFurnace i ternational, Inc.	260-478-5667 Office
9000 Conservat on Way, Fort Wayne, IN 46809	200-479-3278 Fox 800-783 5667
How Applied: . nonu 6 In-Person 6 Mail 6	800.183 366/
Spoke With Interview	red By
Line of Credit Requisted \$ Present Balance \$	
E-mail address Web Site address	
Tax Exempt Y or I If Y please send tax blanket in with applic	4.
Business Name VARIO CONSTRUCTION Phone (C30	
Address 267 S. V. C. A. V. C. Chy	State Zip Code
Shipping Address Street Ci	State Zip Code
D/B/A Federal Tax	7. Number <u>36-377-6642</u>
Former Business Actiresa (If Applicable)	
Type of Business MECHANICA (- 13, p. in 9 Date Established 15	How Long In Business // 145
Does State, County in Oity require a license? B Yes B No If y	: License # 78198 - 61116460.
OWNERSHIP: 13 Sore Owner & Partnership	corporation
Principle VEFFREY RIO PLOS - KS6-78- 2146 Name Title SSN#	Home Adrigate
Principle: Marie F. 12:0 Vice Paus 346:00-3089 Name Title 35N#	,
	Home Address
Principle: Name Title SSN#	Home Address
Principle: Name Title SSN#	Home Address
Trade References Name Supr	ers of Major Products and Services Address / Phone
t :	W. GAANOC AUG CHICAGOLICAGO
W.W. GRANGER 877 22 2544 5454 W	HAMES IN STANKE IN SOLV
HUAC CONCITARITY 630 E49 OILS 1900 SA	
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West Sun a Barr Brench 7" S. Merces C	960762 NG SCHROEDEK

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Name		Address	Acco	<b>1t#</b>		Contact
Name Terms and Condition	as til Sala	Address	Acco	)( #		Contact
Name		Address	Accc	7t #	- 1 <i>18</i> - 144	Contact
Number of Employe	, 20	Esi, Annual Sajes \$				
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If yes, explain:						
Mortgage Holder / L				_		
Address					Рполе (	_)
OTHER BUSINESS	EETS				•	
Name	Address					nce Due
DAVIS Su	APY		<del>(+)</del>			
Convence 'D C	- GINER KINY					
O.W Grang	<u> </u>					11.
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Type of Credit A	'earment	wante.			W/70	1 KIE
	Rando de 1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (					
Applicant agrees to	ay any collection co	sts incurred to collect	the amount be	nce, I	nciuding reasonat	ole attorney's fees.
The undersigned W	M'il Not submit a fi	nancial statement.				
The undersigned as authorized to invest		ant credit warrants than noes listed above.	at the informati	յ դսեր	nitled is true and c	correct, You are
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## PERSONAL GUARANTEE

merchandise to be a entity, the undersign payment, when due undersigned guerar applicant, presentm	edit being extended by WATERFURN irchased whether applicant be an individ guarentor(s) each hereby contract and all accounts of said applicant for puor(s) each hereby expressly waive all int, and demand for payment on application to with respect to any security held by	vidual(s), a proprie and guarantee to <u>V</u> rchases made with notice of acceptante	irship, a partnership *TERFURNACE IN 1 five years after the > of this guarantee,	o, a corporation, or othe TERNATIONAL the fall a date of this application notice of extension of c	hful 1. The redit to
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undergigned guerar	reyment to applicant, acceptance of parties might otherwise be entitled and distribution and delivered to WATERFUR!	iemand for payme.	under this guarant	ather notices to which se. Any revocation of th	
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Sign Here					
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## TERMS AND CONDITIONS OF SALE

The followir terms and conditions shall constitute the entire Agreem at for the purchase and sale of the product(s) said hereunder ( ie "Boods"). Any acceptance contained herein is expressly conditional upon Purchaser's assent to the terms prints on the front side of this document and printed herein with are different from, in addition to or at variance with the farr a contained in Purchaser's purchase order or request for judiations, NO TERMS OR CONDITIONS CONTAINE IN PURCHASER'S PURCHASE ORDER OF REQUE! FOR QUOTATION WHICH ARE DIFFERENT FROM, IN / DOITION TO OR AT VARIANCE WITH WATERFURNA E INTERNATIONAL, INC.'S (WaterFurnace") TERMS AN I CONDITIONS SHALL BE BINDING UPON WATERFL. NACE, AND WaterFurnace HEREBY OBJECTS HERETO.

2. This writing a intended by the parties as a final expression of their Ac sement and as a complete and exclusive statement c the terms thereof. It is the intent of the parties to nullify the effects of any prior dealings in the construction and interpret allign of this Agreement, and no course of such prior dealigs shall be read into this Agreement for any purpose whitsurver.

Stated ship ingulates, dates of delivery, and dates for performing lab /, if any, are approximate, and are not a 3. guarantee ( any particular date of shipment, delivery or labor to be pinformed. WaterFurnace shall not be liable for any damages at fered by Purchaser of any retall, wholesale or other cust mer of Purchaser by reason of any dolay in shipment, c. livis y or the performance of lebor by WaterFurnace, if su in delay in performance is due to government, whether str. s. tederal or local, civil commotion or public strile, fire, fic. d, strike, delay or transportation or otherwise. In the event o suith datay, WaterFurnace may, at its option, cancel this greement, or delay performance hereunder for any period acrissary due to any of the foregoing causes. Should We affurnace decide to delay performance as provided he sin, this Agreement shall remain in force and effect durin the period of such delay, and WaterFurnece shall also have it a right to prorate the quantity deliverable under this Agre nent and the quantities deliverable under its contracts win culter customers without liability to Purchaser for any fit ture of performance which may result therefrom. In the EVI NT OF A DELAY OR FAILURE OF PERFORMANCE N T EXCUSED UNDER THE FOREGOING. WATERFU NACE'S LIABILITY SHALL NOT EXCEED THAT POR ON OF THE INVOICE PRICE REPRESENTED BY THE QLANTITY OF GOODS DELAYED OR NOT SHIPPED.

4. Purchaser

WaterFurn as shall have the absolute right to cancel this Agree: ent upon breach thereof by Purchaser, upon Furchaser failure to make any payment required by this Agree lent, or upon the insolvency or bankruptcy of

5.

Purchaser i ust make any rejection on receipt of goods. No non-contirming goods shall be taken back after being modified or ith arwise made unsaleable. All non-conforming goods or only be returned with written authorization by WaterFum: # and the original invoice. If Purchaser wrongfully reject whole Agre ment, then with respect to any goods affects, WaterFurn the may recover damages for non-acceptance or repudiation. The measure of damages shall be the difference between the market price at the time and place for lender of the good and the unpaid contract price, together with any inciden. I damages including, but not limited to, reasonable attempts' fees incurred by WaterFurnace as a result of F rchaser's breach. The foregoing shall be in addition to, and not exclusive of, other remedics which Waterfurnaci may have by law.

the Goods or wrongfully ropudiates a part or the

6. due hereur ler.

WaterFurn: te shall have no liability whatsoever for damage, loss or sterioration of the Goods after delivery of the Goods to a forting carrier, regardless of whether WaterFurnace charges Purchaser for freight. Purchaser acknowledges that all claims for losses caused by the carrier, including those for inconvenience, delay or expense, shall only he me is against the carrier. In no event shall Furchaser deduct in y amount for damage in transit from the amount

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Term and Conditions of Sale

- 9. All applicable federal, state or local sales, use or excise taxes are the responsibility of Purchaser and shall be in addition to the price or prices stated on the front side of this document unless otherwise specifically stated. WaterFurnace shall have the right to invoice separately any such taxes, which may be imposed at a later time. Applicable tax exemption certificates must accompany any other to which the same applies.
- 10. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mall, postage prepaid, to the other party hereto at its respective address first written above. Any such notice, if so mailed, shall be deamed to have been received upon the third business day following such malling. Each party hereto may change its address for notice purposes by written notice to the other party.
- All prices are subject to change without notice.
- 12. Payment terms shall be cash, not thirty (30) days. A service charge of one and one-half percent (1 ½%) per month eighteen percent (18%) annual rate will be charged on balances that remain unpaid after thirty (30) days as liquidated, invoice(s) and statement(s) are provided as a countesy and non-receipt of such is not acceptable cause for delayed.
- All shipments shall be FOR point of shipment unless otherwise stated on WaterFurnace's acknowledgement of the purchase order or request for quotations.
- Prior to the date of delivery of the Goods, Purchaser shall have the right to make changes in its order provided that WaterFurnace receives written notice of the desired changes and agrees to the changes and provided further that Purchaser accepts any additional charge therefore as determined by WaterFurnace. Changes which interfere with or saller WaterFurnace is production schedules, as determined by WaterFurnace, will not be acceptable unless the time for performance is extended for such period as is deemed necessary by WaterFurnace. Failures of WaterFurnace to accept upon payment of a cancellation charge to be determined by WaterFurnace.
- 15. Purchaser warrants that the Goods are intended primarily for business uses and are not intended to be used for personal, family or household purposes and agree(s) not to use said purchases for such purpose.
- 16. WeterFurnace reserves the right to correct and is not bound to clorical or stenographic errors or omissions contained herein.
- 17. This Agreement represents the entire agreement of the parties and may be amended only by mutual agreement of the parties hereto by a written endorsement signed by each of them.
- 18. Any provision of this Agreement prohibited by law, invalidated by the enactment of any statute, ordinance or regulation, or declared unlawful by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition and shall not in any manner invalidate or effect the remaining provisions of this Agreement, such provisions being deemed serverable.
- This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without regard to its conflict of law previsions. The Federal and/or state courts situated in Allen County, Indiana shall have personal and subject matter jurisdiction over, and the parties each hereby submit to the venue of such courts with respect to any dispute arising pursuant to this Agreement, and all objections to such jurisdiction and venue are hereby waived. Purchaser consents to service of process as permitted under Indiana law.

20. (Optional: Add appropriate security interest/fixture filing provisions.)

No. Charles Market Mark	All and the second seco
By:	WaterFurnace International, Inc.
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Date: 10-6-05	Date;
DWD/Credit Application updated 9/29/2008	Post-Iff Fex Note
	To Jim His Pranifer
	Comment arid SEP 2 Fo2000 FT
	Photos - P34 - 4600 Phones 60 - 479 - 3730